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### A DEFINITION OF "CONDITIONS OF LABOR"

COLLECTIVE agreements between organizations of workmen and their employers generally provide that "wages, hours and working conditions" shall be determined by the joint decision of the representatives of both sides. What is meant by the terms wages and hours is of course clear, but the phrase "working conditions" (as well as its equivalents "conditions of employment" and "conditions of labor") is distinctly ambiguous. Many indeed regard this phrase as similar to the "necessary and proper" clause in the federal constitution, thus giving elastic powers to the joint body created to administer the agreement.

In the contests over interpretation, labor is almost invariably the broad constructionist party while management is the narrow. A study of collective bargaining in several industries cannot fail to impress one with the belief that the interpretation which is given to this term depends more upon the relative strength of the two parties than to the logic or rhetoric of the respective sides.

The very obscurity of the term, however, is leading many employers at least to be more cautious in agreeing to submit "working conditions" to the process of collective bargaining. They are typically beginning to inquire what the phrase includes, and some are insisting that its definition be written in the bond. Somewhat fearful of the increasing powers of organized labor, they are unwilling to trust to the process of evolution to define this term, since evolution may go against them. The formation of a joint agreement in one important industry has indeed been prevented at least temporarily by the uncertainty over this very phrase.

Plainly it is time that we should begin to define our terms and determine what this phrase means. The present definition is largely based upon the interpretation which the Shipbuilding Labor Adjustment Board gave to it. The following

subjects in the opinion of the author are included under working conditions:

1. *Sanitary conditions.* This is plainly a condition of labor and includes such topics as the provision of
  - (a) First aid.
  - (b) Proper toilet facilities.
  - (c) Proper changing facilities.
  - (d) Protection against industrial poisons or diseases. The Shipbuilding Labor Adjustment Board, for example, found it necessary to forbid the use of the "spray gun" in painting ships in order to protect the painters from lead poisoning.
2. *Safety conditions.* This also is clearly within the purview of conditions of labor. It includes:
  - (a) The proper safeguarding of machines, equipment and conditions of work.
  - (b) The education of the employees in safety measures.
3. *Apprenticeship and industrial education.* This has long been an accepted item for regulation of collective bargaining. Under it are included such topics as
  - (a) The number of apprentices permitted.
  - (b) The length of service required of apprentices.
  - (c) The thoroughness of the training given.
  - (d) The wages of apprentices and learners.
  - (e) The relation of the industry to trade, industrial and continuation schools.
  - (f) The plan and functions of the vestibule school.
4. *Questions relating to the paying of men.* The Shipbuilding Labor Adjustment Board found it necessary to legislate upon such questions as
  - (a) How often should the workmen be paid?
  - (b) Should payment be made upon employers' or employees' time?
  - (c) How much of a man's pay can and should be held back?
  - (d) How soon after leaving must payment be made?
  - (e) Should workmen be compelled to make stipulated payments for medical and hospital care and in-

surance protection ? If so, under what conditions ?  
How should the fund be administered ?

5. *The classification of workmen.* This is an important yet little considered topic. Who is to decide whether a man is a first or second class mechanic; a helper or an apprentice ? The Adjustment Board was compelled to take this question into its own hands to insure justice to both sides.
6. Should men be discharged for legitimate trade union activity and what is the meaning of the term legitimate ? A trade agreement recognizing a union or unions as one of the parties to it, generally protects men from discharge or discrimination because of union membership. But what about union activity ? Can a man solicit membership
  - (a) At work, as long as he does not interfere with his own job.
  - (b) At the lunch hour.
  - (c) Within the gates before and after work.
  - (d) Immediately outside the gate.
  - (e) What rights does he have as respects the holding of office in his union, etc. ?
7. *Machinery for adjusting grievances.* How should grievances be adjusted ?
  - (a) By the intercession of the business agents of the unions ? If so, what rights should they have inside the plant ?
  - (b) By committees of the employed ? If so, should the representation be by trades or from the shop as a whole ? What provision should be made for the representatives of minorities. The National War Labor Board in certain cases provided for some form of proportional representation in the election of these committees.
  - (c) If shop or craft committees are authorized, what should be their relations to the unions and to the business agents.

8. *Definition of the term "grievances."* If machinery is provided to adjust grievances, what shall be regarded as the proper grist for it to grind ? Should it include
  - (a) Violations of the points mentioned under headings 1 to 6 ?
  - (b) Such supplementary questions as alleged abuse by foremen, etc. ?

The author feels quite clear in his own mind that the preceding points all come under the definition of "conditions of labor." He is not, however, clear about the following points, but recognizes that they will probably be settled by the relative strength of workmen and employers rather than by academic definition:

- (1) Introduction of new processes. How far should this be under the joint control of labor and capital ? How far should the workmen be protected against speeding-up ? What consideration should be paid to the questions of productivity ?
- (2) Speeding up of old processes. This problem is to that of the introduction of new processes.
- (3) What control should the workmen exercise over their foremen ? No one in close contact with industry today can ignore the fact that the workers are demanding a voice in the selection, placement and discharge of their foremen. Many walkouts have occurred recently either because foremen they didn't like have been appointed or retained, or because foremen they did approve of were discharged. Should workmen choose their own foremen ? Should they be chosen jointly ? Should the management have the power of nomination and the workmen that of rejection ? These questions lead us into the problem of industrial democracy and challenge an answer. What should the answer of the economist be ?
- (4) What control over industry itself should the workers exercise ? Might it not be argued that such questions as the irregularity of employment, methods of de-casualizing industry, and all forms of welfare work, etc.,

cannot be divorced from the conditions of employment and should be placed under the joint control of labor and the management?

The question of the closed or open shop, the writer believes should not come under the term "conditions of labor," but should receive separate treatment in the trade agreement.

The above approach toward a definition of the phrase "conditions of labor" is necessarily incomplete and inconclusive. The writer's hope is that it may serve to stimulate discussion and thus lead to a clearer and better definition.

PAUL H. DOUGLAS.

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#### ANOTHER REASON WHY WAR PRICES ARE HIGH PRICES

AT the Richmond meeting of the American Economic Association Dr. A. C. Miller, after reviewing the conditions usually recognized as accounting for the great rise in prices during recent months, closed with the remark that the persistent rise in prices was a continuing mystery; that the usual formulae—increased gold supply, the expansion of credit, curtailed production, increased demand, and heavy exports—when given their due weight did not explain the phenomena; the rising price level was still a mystery.

It is not expected that the paragraphs which follow will resolve the mystery, but it is hoped that by calling attention to a factor hitherto little considered, if recognized at all, they may contribute something to the explanation of the fact that war prices are high prices.

One who accepts the quantity theory will of course look for the explanation of the changing price level in the distributed relation between the amount of currency in circulation, using the term in its broadest sense, and the amount of "money